## COMBINED DECLARATION AND POWER OF ATTORNEY IN ORIGINAL APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

### SAFETY NEEDLE ASSEMBLY

the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed: NONE.

I hereby claim the benefit under Title 35, United States Code §119(e) of any United States provisional application(s) listed: NONE.

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application: U.S. Patent Appl. No. 09/378,976; filed August 23, 1999.

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

NAME	REG. NO.	NAME	REG. NO.	NAME	REG. NO.
David W. Highet	30,265	Alan W. Fiedler	33,690	Scott J. Rittman	39,010
Eric M. Lee	30,471	Bruce S. Weintraub	34,277		
Nanette S. Thomas	33,310	James J. Murtha	35,769		

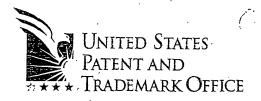
Address all telephone calls to Nanette S. Thomas at telephone number (201) 847-7049.

Address all correspondence to David W. Highet, Esq., Becton, Dickinson and Company, 1 Becton Drive, Franklin Lakes, New Jersey 07417-1880.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

FULL NAME OF FIRST INVENTOR		
Jamieson William Maclean Crawford		·
FIRST INVENTOR'S SIGNATURE		DATE
Danien uman A	nella Crawy	& MA7/21/202
RESIDENCE	•	
250 West 105 <sup>th</sup> Street, Apartment #3G, New Y	ork, New York 10025	
CITIZENSHIP		
Great Britain		
POST OFFICE ADDRESS		
250 West 105th Street, Apartment #3G, New Y	ork, New York 10025	

- \* Before signing this declaration each person signing must:
  - 1. Review the declaration and verify the correctness of all information therein; and
  - 2. Review the specification and the claims, including any amendments made to the claims.



AUGUST 22, 2002

PTAS

Chief Information Officer Washington, DC 20231 www.uspto.gov

GERALD E. HESPOS 274 MADISON AVENUE SUITE 1703 NEW YORK, NY 10016



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231:

RECORDATION DATE: 06/12/2002

REEL/FRAME: 013008/0813

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CRAWFORD, JAMIESON WILLIAM MACLEAN DOC DATE: 05/21/2002

ASSIGNEE:

BECTON, DICKINSON AND COMPANY 1 BECTON DRIVE FRANKLIN LAKES, NEW JERSEY

07417-1880

SERIAL NUMBER: 10170318

PATENT NUMBER:

FILING DATE: 06/12/2002

ISSUE DATE:

TARA WASHINGTON, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

#### **ASSIGNMENT**

Serial No.: Filed:

WHEREAS, Jamieson William Maclean Crawford, a citizen of Great Britain, residing at 250 West 105<sup>th</sup> Street, Apt. #3G, New York, New York 10025, Michael Bennett, residing at 216 Mountain Avenue, Summit, New Jersey 07901 and C. Mark Newby, residing at 186 Maplebrook, Tuxedo, New York 10987, both citizens of the United States of America (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to:

#### SAFETY NEEDLE ASSEMBLY

for which they have executed a Declaration for an application for Letters Patent of the United States of America; and

WHEREAS, BECTON, DICKINSON AND COMPANY, a corporation of New Jersey, (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest therein.

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the premises and in acknowledgement, confirmation and performance of obligations which arose out of the terms and conditions of the Assignors' employment by Assignee at the time the invention was made, and other valuable considerations to them, the receipt and sufficiency of which are hereby acknowledged, Assignors have assigned, and transferred, and to hereby assign, and transfer unto said Assignee the entire right, title, and interest in and to all said inventions and discoveries disclosed in said application, whose identification above by serial number and filing date, when available, is hereby authorized, and in and to said application, all substitutions, divisions and continuations or continuations-in-part, thereof, and in and to all Letters Patents, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; and

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue said Letters Patent in accordance with this Agreement; and

For the consideration aforesaid, Assignors covenant and agree with said Assignee that they have a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns; and

For the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection of the inventions and discoveries or that may be necessary to vest in Assignee the complete title to the inventions and discoveries and patents hereby conveyed and to enable it to record title.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals on the dates subscribed below.

Junier Lacles Crawford

Jamieson William Maclean Crawford

DATE: MA4/21/2002

STATE OF NEW JERSEY )
COUNTY OF BERGEN

BE IT REMEMBERED, that on this Abd day of May of 2002, before me, a Notary Public, personally appeared Jamieson William Maclean Crawford, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, I and having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

My Commission Expires:

# COMBINED DECLARATION AND POWER OF ATTORNEY IN ORIGINAL APPLICATION

As a below named inventor, I hereby declare that:

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I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application: U.S. Patent Appl. No. 09/378,976; filed August 23, 1999.

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FULL NAME OF SECOND INVENTOR
·
Michael Bennett
SECOND INVENTOR'S, SIGNATURE DATE
Alchael b. Scan) April 29 2002
RESIDENCE
RESIDENCE .
216 Mountain Avanua Summit New Jersey 07001
216 Mountain Avenue, Summit, New Jersey 07901
CITIZENSHIP
U.S.A.
POST OFFICE ADDRESS
216 Mountain Avenue, Summit, New Jersey 07901

- \* Before signing this declaration each person signing must:
  - 1. Review the declaration and verify the correctness of all information therein; and
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AUGUST 22, 2002

Chief Information Officer Washington, DC 20231 www.uspto.gov

GERALD E. HESPOS 274 MADISON AVENUE-SUITE 1703 NEW YORK, NY 10016



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 06/12/2002

REEL/FRAME: 013008/0826

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BENNETT, MICHAEL

DOC DATE: 04/29/2002

ASSIGNEE:

BECTON, DICKINSON AND COMPANY 1 BECTON DRIVE FRANKLIN LAKES, NEW JERSEY

07417-1880

SERIAL NUMBER: 10170318

PATENT NUMBER:

FILING DATE: 06/12/2002

ISSUE DATE:

SAUNDRA BALLENGER, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

### **ASSIGNMENT**

Serial No.: Filed:

WHEREAS, Jamieson William Maclean Crawford, a citizen of Great Britain, residing at 250 West 105<sup>th</sup> Street, Apt. #3G, New York, New York 10025, Michael Bennett, residing at 216 Mountain Avenue, Summit, New Jersey 07901 and C. Mark Newby, residing at 186 Maplebrook, Tuxedo, New York 10987, both citizens of the United States of America (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to:

#### SAFETY NEEDLE ASSEMBLY

for which they have executed a Declaration for an application for Letters Patent of the United States of America; and

WHEREAS, BECTON, DICKINSON AND COMPANY, a corporation of New Jersey, (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest therein.

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the premises and in acknowledgement, confirmation and performance of obligations which arose out of the terms and conditions of the Assignors' employment by Assignee at the time the invention was made, and other valuable considerations to them, the receipt and sufficiency of which are hereby acknowledged, Assignors have assigned, and transferred, and to hereby assign, and transfer unto said Assignee the entire right, title, and interest in and to all said inventions and discoveries disclosed in said application, whose identification above by serial number and filing date, when available, is hereby authorized, and in and to said application, all substitutions, divisions and continuations or continuations-in-part, thereof, and in and to all Letters Patents, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made; and

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IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals on the dates subscribed below.

Michael Bennett

DATE: April 29 2002

STATE OF NEW JERSEY )
COUNTY OF BERGEN )

BE IT REMEMBERED, that on this Agito day of April 2002, before me, a Notary Public, personally appeared Michael Bennett, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, I and having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

/Notary Public.

/My Commission Expires:

Josephine F Findley
Notary Public of New Jersey
My Commission Expires
Pobrusry 27 2005

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Eric M. Lee	30,471	Bruce S. Weintraub	34,277		37,010
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FULL NAME OF THIRD INVENTOR	
C. Mark Newby	·
THIRD INVENTOR'S SIGNATURE	DATE
C-Mark Steely	06/07/102
RESIDENCE	
186 Maplebrook, Tuxedo, New York 10987	
CITIZENSHIP	
U.S.A.	
POST OFFICE ADDRESS	
186 Maplebrook, Tuxedo, New York 10987	

- \* Before signing this declaration each person signing must:
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AUGUST 22, 2002

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Chief Information Officer Washington, DC 20231 www.uspto.gov

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RECORDATION DATE: 06/12/2002

REEL/FRAME: 013008/0823

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

NEWBY, C. MARK

DOC DATE: 06/05/2002

ASSIGNEE:

BECTON, DICKINSON AND COMPANY

1 BECTON DRIVE

FRANKLIN LAKES, NEW JERSEY

07417-1880

SERIAL NUMBER: 10170318

PATENT NUMBER:

FILING DATE: 06/12/2002

ISSUE DATE:

MARY BENTON, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

## **ASSIGNMENT**

Serial No.: Filed:

WHEREAS, Jamieson William Maclean Crawford, a citizen of Great Britain, residing at 250 West 105<sup>th</sup> Street, Apt. #3G, New York, New York 10025, Michael Bennett, residing at 216 Mountain Avenue, Summit, New Jersey 07901 and C. Mark Newby, residing at 186 Maplebrook, Tuxedo, New York 10987, both citizens of the United States of America (hereinafter called "Assignors"), have made certain new and useful inventions or discoveries relating to:

#### SAFETY NEEDLE ASSEMBLY

for which they have executed a Declaration for an application for Letters Patent of the United States of America; and

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Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue said Letters Patent in accordance with this Agreement; and

For the consideration aforesaid, Assignors covenant and agree with said Assignee that they have a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns; and

For the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection of the inventions and discoveries or that may be necessary to vest in Assignee the complete title to the inventions and discoveries and patents hereby conveyed and to enable it to record title.

IN TESTIMONY WHEREOF, Assignors have hereunto set their hands and seals on the dates subscribed below.

C. Mark Newby

DATE 05/02

STATE OF NEW JERSEY )
COUNTY OF BERGEN )

BE IT REMEMBERED, that on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2002, before me, a Notary Public, personally appeared C. Mark Newby who I am satisfied is the person named in and who executed the foregoing instrument in my presence, I and having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Notary Public

My Commission Expires